

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO. 04-174
ANNUAL REQUIREMENTS FOR
THE UNIT PRICE CONSTRUCTION CONTRACT
FOR FIRE HYDRANT PAINTING SERVICES

DATE: Aug 17, 2006

CONTRACT PERIOD: Sept.1, 2006 thru Aug. 31,2007

CONTRACTOR: J.R. Stelzer Co.
5850 Russell Drive, Suite 1
Lincoln, NE 68507-3129

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: James R. Stelzer
Telephone No.: 402/466-0726
FAX No.: 402/466-7169
E-Mail Address: jrstelzer@msn.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER RENEWAL OF UNIT PRICE PAINTING CONTRACT FOR PAINTING CITY FIRE HYDRANTS:

PER SPECIFICATION 04-174

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. # 076564
Dated: 6-16-06



CITY OF LINCOLN NEBRASKA

May 25, 2006

Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Nebraska 68508

402-441-7410
fax: 402-441-6513

LINCOLN
The Community of Opportunity

MAYOR COLEEN J. SENG

lincoln.ne.gov

Mr. James R. Stelzer
J.R. Stelzer Co.
5850 Russell Drive, Suite 1
Lincoln, NE 68507-3129

Dear Mr. Stelzer:

RE: ANNUAL REQUIREMENTS FOR THE UNIT PRICE CONSTRUCTION CONTRACT FOR FIRE HYDRANT PAINTING SERVICES, SPECIFICATION NO. 04-174

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County desires to **renew the contract** for one (1) additional term beginning **September 1, 2006 thru August 31, 2007.**

It is understood that all terms of payment and other conditions of the original contract will remain unchanged during the renewal term.

As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign below. **Please return the original letter back to our office by June 8, 2006, (a faxed copy is unacceptable)** for processing of the contract renewal by the City of Lincoln/Lancaster County. After the renewal has been signed and an Executive Order issued you shall receive an Award Notification and your copy of the contract by mail.

We have included, for your review, the **"Insurance Requirements for All City Contracts"** which must be met before a Service Contract with the City can be entered into. Your Certificate of **insurance** must be **current, must be registered in your company name as stated on the contract and must read "City of Lincoln/Lancaster County" as Additional Insured** in the Description of Operations / Locations / Vehicles / Exclusions Added by Endorsements / Special Provisions section of the Accord.

If your company should choose **not** to renew this contract in it's original form, please **state on your letterhead the reasons** and return to the City of Lincoln/Lancaster County. Attn: Tom Kopplin

Vince M. Mejer
Purchasing Agent

Official City Use Only

Company Name J. R. STELZER CO.
5850 Russell Drive, Suite 1
Company Address Lincoln, Nebraska 68507-3187
Phone No 402-466-0726
FAX No. 402-466-7169
E-Mail Address jrstelzer@msn.com
By (print) James R. Stelzer
Title President
Date May 31, 2006
Signature James R. Stelzer

Dated this 16th day of June 2006

Coleen J. Seng, Mayor

PROPOSAL FOR
SPECIFICATION NO. 04-174
UNIT PRICE PAINTING CONTRACT FOR FIRE HYDRANTS

BID OPENING TIME: 12:00 NOON
DATE: July 14, 2004

I/We, the undersigned, have read the attached specifications and conditions required for this proposal, hereby propose to furnish pavement construction and reconstruction services in accordance with these conditions on the following unit price basis.

Prices are to be held for one year.

SCHEDULE I - HYDRANT PAINTING

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Hydrant Painting - Arterial	Each	\$ 185.00
2.	Hydrant Painting - Residential	Each	\$ 170.00
3.	Mobilization	Lump Sum	\$ 2,000.00

These Unit Price Proposals are offered by J. R. STELZER CO., hereinafter referred to as bidder.

A Corporation organized and existing under the laws of the state of Nebraska.

A Partnership doing business as _____.

An Individual doing business as _____.

Addenda: Bidder has received Addenda Nos. _____, and has included their provisions in this bid.

BID SECURITY REQUIRED:

Yes _____ Amount: _____

No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes X
No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

(a) Bid prices firm for the full contract period: X; or

(b) Bid prices subject to escalation/de-escalation: _____.

(c) If (b), state period for which prices will remain firm:

Through _____.

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____ YES X NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: James R. Stelzer

TITLE: President

PHONE NO. 402-466-0726

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPEC. 04-174

J. R. STELZER CO.

COMPANY NAME

5850 Russell Drive, Suite 1

STREET ADDRESS or P.O. BOX

Lincoln , Nebraska 68507-3129

CITY, STATE ZIP CODE

402-466-0726

TELEPHONE

EMPLOYER'S FEDERAL I.D. NO.

OR SOCIAL SECURITY NUMBER

James R. Stelzer
BY (Signature)

James R. Stelzer

(Print Name)

President

(Title)

July 14, 2004

(Date)

75 working days within contract
period

ESTIMATED DELIVERY DAYS (After
receipt of individual orders)

Net 30

TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

**UNIT PRICE PAINTING CONTRACT
FOR PAINTING CITY FIRE HYDRANTS**

THIS CONTRACT, is made and entered into this 19th day of August, 2004 by and between J.R. Stelzer Co., hereinafter referred to as "Contractor"; and the City of Lincoln, Nebraska, hereinafter referred to as "City";

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the City in accordance with the terms and conditions herein provided; and

WHEREAS, the City has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the City in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. Rates.
 - A. The Contractor agrees to provide the above referenced construction services in accordance with the unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
 - B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term. The initial term of this Contract will be for a period of one year from the 1ST day of September, 2004, through the 31st day of August, 2005, with an option by the City to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.
3. Amount of Work.

It is anticipated that the Lincoln Water System will request painting of approximately 500 hydrants each year.

4. Termination.

- A. The City reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
- B. The City shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
- C. The City reserves the right to terminate this contract in the event that the City does not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.

5. Standard Specifications General Conditions. The City of Lincoln Standard Specifications For Municipal Construction and attached Special Provisions are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.

6. Non-Discrimination.

- A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.

7. Drug Free Workplace.

- A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
- B. The City reserves the right to request a copy of the Contractor's drug free workplace policy.
- C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.

8. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
9. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
10. Insurance. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all City contracts which is hereby made a part of this Contract.
11. Indemnification.
 - A. The Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
 - B. The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.
12. Applicable Laws and Permits.
 - A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. See attached Schedule A for current codes in use relating to construction development in the City of Lincoln.
13. City's Representatives. Leroy Meints, Assistant Superintendent of Distribution/Construction
Lincoln Water Systems, 2021 North 27th
Lincoln NE 68503.
402-441-7571
14. Guarantee. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty in accordance with the General Provisions and Requirements of the Standard Specifications.
15. Contract Bonds.
 - A. Each year's work executed under the provisions of this Contract shall be bonded separately.

16. Quotations for Individual Unit Price Projects.

If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.

17. Use of Subcontractors. The Contractor shall advise the City of his intention to use any subcontractors.

18. Notice to Proceed.

A. No work shall be done for the City under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.

B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.

C. Work shall be complete on or before the date set forth in the Notice to Proceed.

19. Invoices.

A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.

B. Each project shall be invoiced separately.

C. The Contractor's invoices shall include the hydrant number and location, date of painting, as established in the Contractor's Unit Price Proposal.

D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.

20. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

21. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this 23 day of August, 2004.

 Teresa J. Miller Deputy

City of Lincoln, Nebraska

Calvin J. Perry
Mayor

Contractor

J. R. Stelzer Co.

Company Name

5850 Russell Drive, Suite 1

Street Address

Lincoln, Nebraska 68507-3129

City

State

Zip Code

402-466-0726

Telephone Number(s)

By:

James R. Stelzer

Name (Print)



Signature

President

Title